
FORM OF
EXCESS SHARE ESCROW AGENT AGREEMENT

by and between

[NEW PREMIERA CORP.]
a Washington corporation,

and

the [SHARE ESCROW AGENT],
a • corporation.

Dated as of •

EXCESS SHARE ESCROW AGENT AGREEMENT

This Excess Share Escrow Agent Agreement (this “Agreement”) is made and entered into as of the • day of •, by and between [New PREMERA Corp.], a Washington corporation (the “Company”), and the [Share Escrow Agent], a • corporation, as share escrow agent (the “Share Escrow Agent”).

RECITALS

WHEREAS, the Company’s Articles of Incorporation, a copy of which is attached hereto as Exhibit A (the “Articles”), restricts the ability of any Person to Beneficially Own shares of Capital Stock in excess of the Institutional Investor Ownership Limit, the Noninstitutional Investor Ownership Limit, and the General Ownership Limit (collectively, the “Ownership Limit”).

WHEREAS, any Transfer that, if effective, would result in a violation of the Ownership Limit will also result in the creation of Excess Shares pursuant to the Articles.

WHEREAS, the Company desires to provide for the escrow of Excess Shares in accordance with the Articles.

WHEREAS, the Share Escrow Agent has agreed to act as share escrow agent for the Company in connection with the Excess Shares.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Capitalized Terms. All capitalized terms used but not defined herein have their respective meanings as set forth in the Articles.

Section 2. Excess Shares Escrow. If at any time a Transfer has taken place such that a Person Beneficially Owns shares of Capital Stock in excess of the Ownership Limit, or the Company determines that an Excess Owner intends to acquire or has attempted to acquire Beneficial Ownership of any shares of Capital Stock in excess of the Ownership Limit, (i) such Excess Shares shall automatically be deemed to have been transferred to the Share Escrow Agent, and/or (ii) the Company shall take such action as it deems advisable to or prevent such Transfer, including, without limitation, by causing such Excess Shares to be transferred immediately to the Share Escrow Agent, which Excess Shares shall be held by the Share Escrow Agent until such time as the Excess Shares are transferred to a Person whose acquisition thereof will not violate the Ownership Limit (a “Permitted Transferee”). The Share Escrow Agent shall be deemed

to be record holder of all Excess Shares. The Share Escrow Agent is hereby authorized and directed by the Company to execute any and all documents sufficient to transfer title to any Permitted Transferee, even in the absence of receipt of certificate(s) representing Excess Shares.

Section 3. Excess Dividends Escrow. The Share Escrow Agent, as record holder of all Excess Shares, is entitled to receive all of the dividends from the Excess Share as may be declared by the Board of Directors (the "Excess Share Dividends") and shall hold all Excess Share Dividends until disbursed in accordance with the provisions of Section 7. The Share Escrow Agent also agrees to hold in escrow, subject to the provisions of this Agreement, any amounts it receives from the Company or any Excess Owner in respect of Excess Share Dividends.

Section 4. Liquidation of the Company. In the event of any voluntary or involuntary liquidation, dissolution or winding up of, or any distribution of the assets of, the Company, the Share Escrow Agent shall be entitled (i) to receive, ratably with each other holder of Capital Stock of the same class or series, that portion of the assets of the Company that is available for distribution to the holders of such class or series of Capital Stock and (ii) to hold in escrow any assets it receives from the Company in respect of the Excess Shares. The Share Escrow Agent will distribute the assets received upon such liquidation as follows: (a) first, to the Share Escrow Agent for any costs and expenses incurred in respect of its administration of the Excess Shares that have not theretofore been reimbursed by the Company; (b) second, to the Company for all costs and expenses incurred by the Company in connection with the appointment of the Share Escrow Agent, the payment of fees to the Share Escrow Agent with respect to the services provided by the Share Escrow Agent in respect of the escrow and for any other direct or indirect and out of pocket expenses incurred by the Company in connection with the Excess Shares, including any litigation costs and expenses, and all funds expended by the Company to reimburse the Share Escrow Agent for costs and expenses incurred by the Share Escrow Agent in respect of its administration of the Excess Shares and for all fees, disbursements and expenses incurred by the Share Escrow Agent in connection with the sale of the Excess Shares; and (c) third, the remainder thereof to the Excess Owners according to written instructions provided by the Company; *provided, however*, that if the Company does not provide the Share Escrow Agent with written instructions as to how such remaining assets are to be distributed to the Excess Owners, the Share Escrow Agent shall distribute such remaining assets pro rata among the Excess Owners. If the Share Escrow Agent shall have any questions as to whether any security interest or other interest adverse to the Excess Owner shall have existed with respect to any Excess Shares, the Share Escrow Agent shall not be obligated to disburse any of the assets of the Company attributable for those shares until the Share Escrow Agent is provided with such evidence as the Share Escrow Agent shall deem necessary to determine the parties who shall be entitled to such assets.

Section 5. Voting of Excess Shares. (a) With respect to all Excess Shares, the Share Escrow Agent shall have the exclusive and absolute right in respect of such shares of Capital Stock to vote, assent or consent such shares of Capital Stock at all times during which such shares constitute Excess Shares, subject to Section 5(b) hereof, including, without limitation, the right to vote at any election of directors and in favor of or in opposition to any resolution, dissolution, liquidation, merger or consolidation of the Company, any sale of all or substantially all of the Company's assets, any issuance or authorization of securities, or any amendment to the Company's Articles or Bylaws or any other action of any character whatsoever which may be presented at any meeting or require the consent of the shareholders of the Company.

(b) In exercising the Share Escrow Agent's powers and duties under Section 5(a) hereof, subject to Section 5(c), the Share Escrow Agent shall at all times vote, assent or consent all Excess Shares:

(i) if the matter concerned is the election of directors of the Company, the Share Escrow Agent shall vote, assent or consent the whole number of the Excess Shares in favor of each nominee to the Board of Directors whose nomination has been approved by an Independent Board Majority and vote against any candidate for the Board of Directors for whom no competing candidate has been nominated, selected or approved by an Independent Board Majority;

(ii) unless such action is initiated by or with the consent of an Independent Board Majority, the Share Escrow Agent shall (i) vote against removal of any director of the Company, (ii) vote against any alteration, amendment, change or addition to or repeal of the Bylaws or Articles, (iii) not nominate any candidate to fill any vacancy on the Board of Directors, (iv) not call any special meeting of the stockholders of the Company and not to make, submit or endorse any Qualified Shareholder Proposal (as defined in the Company's Bylaws), and (v) not take any action by voting the Excess Shares that would be inconsistent with or would have the effect, directly or indirectly, of defeating or subverting the voting requirements contained in this Section 5(b); and

(iii) to the extent not otherwise covered by clauses (i) and (ii), the Share Escrow Agent shall vote in accordance with the recommendation of the Independent Board Majority.

(c) The Share Escrow Agent shall ensure that the Excess Shares counted as being present for the purposes of any quorum required for shareholder action of the Company and, to vote, assent or consent as set forth in Section 5 hereof so long as the Share Escrow Agent (i) has reasonable notice of the time to vote, assent or consent (and the Share Escrow Agent shall be deemed to have reasonable notice if it shall

receive notice within the time periods under the applicable provisions for shareholder notice in the Articles or Bylaws, or, if not specified therein, the Revised Code of Washington), or (ii) has waived such notice.

(d) The Company shall provide the Share Escrow Agent with the information necessary for the Share Escrow Agent to determine how to vote the Excess Shares pursuant to this Section 5.

Section 6. Sales of Excess Shares. The Share Escrow Agent shall sell or cause the sale of Excess Shares in a commercially reasonable manner, including registering any Excess Shares with the Securities and Exchange Commission ("SEC") for sale to the public, at such time or times and on such terms as shall be determined by the Company and provided by the Company to the Share Escrow Agent in writing. The Share Escrow Agent shall have the right to take such actions as the Company shall deem appropriate to ensure that sales of Excess Shares shall be made only to Permitted Transferees. The Share Escrow Agent shall have the power to convey to the purchaser of any Excess Shares sold by the Share Escrow Agent ownership of the Excess Shares free of any interest of the Excess Owner of those Excess Shares and free of any other adverse interest arising through the Excess Owner. The Share Escrow Agent shall be authorized to execute any and all documents sufficient to transfer title to any Permitted Transferee. Upon acquisition by any Permitted Transferee of any Excess Shares sold by the Share Escrow Agent or the Excess Owner, such shares shall upon such sales cease to be Excess Shares and shall become regular shares of Capital Stock in the class to which Excess Shares otherwise belong, and the purchaser of such shares shall acquire such shares free of any claims of the Share Escrow Agent or the Excess Owner. The Company shall advance to the Share Escrow Agent reasonable costs and expenses incurred as a result of such sales of Excess Shares as contemplated by this Section 6, including but not limited to, reasonable costs and expenses of registering such Excess Shares with the SEC.

Section 7. Distributions From Excess Shares Sold and Dividends from Excess Shares. The proceeds from the sale of the Excess Shares to a Permitted Transferee and any Excess Share Dividends shall be distributed as follows: (a) first, to the Share Escrow Agent for any costs and expenses incurred in respect of its administration of the Excess Shares that have not theretofore been reimbursed by the Company; (b) second, to the Company for all costs and expenses incurred by the Company in connection with the appointment of the Share Escrow Agent, the payment of fees to the Share Escrow Agent with respect to the services provided by the Share Escrow Agent in respect of the escrow and for any other direct or indirect and out of pocket expenses incurred by the Company in connection with the Excess Shares, including any litigation costs and expenses, and all funds expended by the Company to reimburse the Share Escrow Agent for costs and expenses incurred by the Share Escrow Agent in respect of its administration of the Excess Shares and for all fees, disbursements and expenses incurred by the Share Escrow Agent in connection with the sale of the Excess Shares; and (c) third, the remainder thereof (as the case may be) to the Excess Owner; *provided, however*, if the Company shall have any questions as to whether any security interest or other interest adverse to

the Excess Owner shall have existed with respect to any Excess Shares, neither the Share Escrow Agent, the Company nor anyone else shall have the obligation to disburse proceeds for those shares until the Share Escrow Agent is provided with such evidence as the Company shall deem necessary to determine the parties who shall be entitled to such proceeds.

Section 8. Escrow Account. The Share Escrow Agent shall maintain an escrow account designated as [New PREMERA Corp.] — Share Escrow Account] (the “Escrow Account”). The Share Escrow Agent shall deposit all checks and other payments received from the Company, Excess Owners or other Persons pursuant to this Agreement into the Escrow Account.

Section 9. Deposit of Funds.

(a) The Company will direct each Permitted Transferee to make payment by (i) delivery to the Share Escrow Agent of a personal, certified or official bank check, and made payable to “[Share Escrow Agent] for [New PREMERA Corp.] — Share Escrow Account” or (ii) a wire transfer of immediately available funds to the Escrow Account pursuant to instructions to be agreed to by the parties.

(b) The Share Escrow Agent will promptly notify the Company of the deposit of any funds into the Escrow Account.

Section 10. Termination Date. Subject to the rights of the Share Escrow Agent under Sections 13 and Section 21 hereof, which shall continue beyond the termination of this Agreement, this Agreement shall terminate upon the Company’s delivery of a written notice to the Share Escrow Agent to such effect.

Section 11. Investment of Escrow Property. The Share Escrow Agent shall invest any funds that are held in the Escrow Account from time to time as the Company shall direct; *provided, however*, that investments may only be made in (i) obligations of the U.S. government or obligations guaranteed by the United States government, (ii) certificates of deposit issued by any bank insured by the Federal Deposit Insurance Corporation or similar governmental agency, (iii) repurchase agreements with any bank, trust company or national banking association and (iv) any money market fund, substantially all of which is invested in the foregoing categories. If the Company does not provide the Share Escrow Agent with directions as to how to invest the funds, the Share Escrow Agent shall invest the funds in investments described in (iv) above. The Share Escrow Agent and its affiliates may act as agent, principal sponsor, or depository with respect to any such investment. The Share Escrow Agent shall in no event be liable for any loss resulting from the performance of any funds invested pursuant to this Section 11. Interest on proceeds invested pursuant to this Section 11 shall accrue from the date of investment of such proceeds until the termination of such investment pursuant to the terms hereof and shall be paid as set forth in Section 7 hereof and shall be taxable to the Excess Owner. The Share Escrow Agent shall not have any obligations with respect to any tax obligations that may arise under this Section 11.

Section 12. Collections. The Share Escrow Agent shall be under no duty or responsibility to enforce collection of any checks or other instruments delivered to the Share Escrow Agent hereunder. The Share Escrow Agent shall promptly notify the Company if any check or instrument received from any Permitted Transferee shall be dishonored, not accepted or paid, or otherwise uncollectible. The Share Escrow Agent may recover any costs or expenses incurred in connection with such transaction from the applicable Permitted Transferee.

Section 13. Fees. The Share Escrow Agent shall provide all administrative and reporting services contemplated by this Agreement. The Share Escrow Agent's fees and expenses shall be as set forth on Exhibit B or as otherwise provided herein or therein. The Company shall pay such fees and expenses upon execution of this Agreement, or as otherwise provided in Exhibit B. The Share Escrow Agent shall send the Company a final invoice after closing of the escrow covering all out-of-pocket expenses or any other extraordinary services rendered.

Section 14. Consultation with Counsel. The Share Escrow Agent may consult with legal counsel, at the expense of the Company (which expense shall be reasonable), in the event of any dispute or question as to the consideration of the foregoing instructions or the Share Escrow Agent's duties hereunder, and the Share Escrow Agent shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion or advice of such counsel.

Section 15. Notices. All notices, consents, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given or made: (i) when delivered in person, (ii) three (3) days after deposited in the United States mail, first class postage prepaid, (iii) in the case of telegraph or overnight courier services, one (1) business day after delivery to the telegraph company or overnight courier service with payment provided, or (iv) in the case of telex or telecopy or fax, when sent, verification received; in each case addressed as follows:

(a) If to the Company, to:

[New PREMIER Corp.]
P.O. Box 327
Mail Stop 316
Seattle, Washington 98111
Attention: John P. Domeika,
Senior Vice President and General Counsel
Facsimile: (425) 670-5267

(b) if to the Share Escrow Agent:

Attention: _____
Facsimile: _____

Section 16. Limited Duties.

(a) The duties and responsibilities of the Share Escrow Agent shall be limited to those expressly set forth in this Agreement; *provided, however*, that this Agreement may be amended at any time or times by an instrument in writing signed by all the then parties in interest.

(b) The Share Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any Person except only such notices or instructions provided by the Company or as otherwise hereinabove provided or an order or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case any order, judgment or decree which the Share Escrow Agent is advised by legal counsel of its own choosing is binding upon it, and further, if the Share Escrow Agent complies with any such order, writ, judgment or decree it shall not be liable to the Company or to any other Person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(c) The Share Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of documents, or securities now or hereafter deposited hereunder, or of an endorsement thereon, or for any lack of endorsement thereon, for any description therein, nor shall the Share Escrow Agent be responsible or liable in any respect on account of the authority or rights of the Persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

(d) The Share Escrow Agent shall not be responsible in any manner whatsoever for the recitals made herein. It is the intention of the parties hereto that the Share Escrow Agent shall not be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any rights and powers hereunder.

(e) The Share Escrow Agent is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of, any other agreement or undertaking between the Company and other Persons, and the Share Escrow Agent is to give consideration only to the terms and provisions of this Agreement and, to the extent referred to herein, the Articles. The Share Escrow Agent's only duties hereunder are to safeguard the Excess Shares and any monies held in escrow, to vote such shares as provided herein and to dispose of and deliver the same in accordance with this Agreement and, to the extent referred to herein, the Articles. If the Share Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Share Escrow Agent shall be obligated in making such determination, only to exercise reasonable care and diligence, and, in the event of error in making such determination, the Share Escrow Agent shall be liable only for its own intentional misconduct or grossly negligent conduct, and it shall, accordingly, not incur any such liability with respect to any action taken or omitted in good faith upon advice of its counsel given in respect to any questions relating to the duties and responsibilities of the Share Escrow Agent under this Agreement. In determining the occurrence of any such event or contingency, the Share Escrow Agent may request from the Company or any other Person such additional evidence as the Share Escrow Agent in its sole discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency and, in this connection, may inquire and consult with its counsel and, among others, with the Company at any time, and the Share Escrow Agent shall not be liable for any damages resulting from its reasonable delay in acting hereunder pending its examination of the additional evidence requested by it.

(f) In the event of any disagreement between the parties to this Agreement, or between any of them and any other Person, resulting in adverse claims or demands being made in connection with the matters covered by this Agreement, or in the event that the Share Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Share Escrow Agent may at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Share Escrow Agent shall not be or become liable in any manner to any Person for its failure or refusal to act, and the Share Escrow Agent shall be entitled to continue to refrain from acting until: (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction; or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested Persons, and the Share Escrow Agent shall have been notified thereof in writing signed by all such Persons. Notwithstanding the preceding sentence, the Share Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of any agency of the United States or any political

subdivision thereof, and the Share Escrow Agent is hereby authorized to obey such orders, judgments, decrees or levies. The rights of the Share Escrow Agent under this subsection are cumulative of all other rights which it has by law or otherwise.

(g) Should any controversy arise between the parties hereto with respect to this Agreement or with respect to the right of the Company to receive the Excess Shares or any monies held in escrow, the Share Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties. Should a bill of interpleader be instituted, or should the Share Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement for the deposits made hereunder, the Company hereby binds and obligates itself, its successors and assigns, to pay the Share Escrow Agent, in addition to any charges made hereunder for acting as Share Escrow Agent, reasonable attorneys' fees incurred by the Share Escrow Agent, and any other reasonable disbursements, expenses, losses, costs and damages in connection with and resulting from such litigation, except in the case where losses or damages result from the Share Escrow Agent's intentional misconduct or gross negligence.

(h) Without in any way limiting any other provision of this Agreement, it is understood and agreed that the Share Escrow Agent shall be under no duty or obligation to give any notice, except as expressly provided herein.

(i) In no event shall the Share Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Share Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action, except for consequential loss or damage arising out of the Share Escrow Agent's own intentional misconduct or grossly negligent conduct.

Section 17. Records. The Share Escrow Agent shall maintain accurate records of all transactions hereunder. Promptly after the termination of the Escrow Account, or as may reasonably be requested by the Company from time to time before such termination, the Share Escrow Agent shall provide the Company with a complete copy of such records, certified by the Share Escrow Agent to be a complete and accurate account of all such transactions. The authorized representatives of the Company shall also have access to such books and records at all reasonable times during normal business hours upon reasonable notice to the Share Escrow Agent.

Section 18. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to Washington's conflict of law or choice of law rules. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts situated in King County, Washington in any proceeding relating to this Agreement, and agree that any process or summons in any such action may be served by providing to the party a copy thereof in accordance with the notice provisions of this Agreement.

Section 19. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, shall be held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein, shall not be in any way impaired thereby.

Section 20. Injunctions; Specific Performance. Each party hereto acknowledges and agrees that the rights and obligations set forth in this Agreement are unique and of such a nature as to be inherently difficult or impossible to value monetarily and irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Therefore, each party hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which such party may be entitled at law or in equity.

Section 21. Indemnification. The Share Escrow Agent shall be indemnified and held harmless by the Company, from and against any expenses, including reasonable counsel fees and disbursements, or loss suffered by the Share Escrow Agent in connection with any claim or demand, which, in any way, directly or indirectly, arises out of or relates to this Agreement or the services of the Share Escrow Agent hereunder except in the case of gross negligence or intentional misconduct under this Agreement by the Share Escrow Agent. Promptly after the receipt by the Share Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Share Escrow Agent shall notify the Company in writing.

Section 22. Entire Agreement. This Agreement, including any exhibits or attachments referred to herein, together with the other transaction documents set forth in Annex A attached hereto (collectively, the "Transaction Documents"), contain the entire agreement between the parties hereto regarding the subject matter hereof and may not be amended, altered or modified except by a writing signed by the parties hereto. This Agreement supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof, all of which are specifically integrated into this Agreement; *provided*, that this Agreement shall not be interpreted as

superseding any of the Transaction Documents. No party hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth herein or in the Transaction Documents; and the parties hereto further acknowledge and agree that in entering into this Agreement they have not in any way relied and will not rely in any way on any of the foregoing not specifically set forth herein or in the Transaction Documents.

Section 23. Successors. The Share Escrow Agent may be merged or consolidated with or into any entity or transfer all or substantially all of its assets to any entity, in which case, any entity resulting from any merger or consolidation or any entity succeeding to the business of the Share Escrow Agent, shall be successor of the Share Escrow Agent hereunder without the execution or filing of any paper or further act by any of the parties hereto. In case at any time the Share Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Share Escrow Agent, or if its properties and affairs shall be taken under the control of any court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith and ipso facto exist in the office of the Share Escrow Agent, a successor Share Escrow Agent shall be appointed by the Company. The Company may be merged or consolidated with or into any entity or transfer all or substantially all of its assets to any entity, in which case, any entity resulting from any merger or consolidation or any entity succeeding to the business of the Company, shall be successor of the Company hereunder without the execution or filing of any paper or further act by any of the parties hereto.

Section 24. Resignation. The Share Escrow Agent may resign at any time upon thirty (30) days' prior written notice to the Company, whereupon the Company shall appoint a substitute Share Escrow Agent and the Share Escrow Agent shall deliver the Excess Shares and monies held in escrow to any designated substitute Share Escrow Agent selected by the Company. If the Company does not designate a substitute Share Escrow Agent within ten (10) days, the Share Escrow Agent may, in its sole discretion, institute a bill of interpleader as contemplated herein or otherwise submit appropriate pleadings. Notwithstanding the immediately preceding sentence, until a substitute Share Escrow Agent has been named and accepts its appointment or until another disposition of the Excess Shares and monies held in the Escrow Account has been agreed upon by all the parties hereto, the Share Escrow Agent shall be discharged of all of its duties and obligations hereunder except to hold such Excess Shares and monies in escrow.

Section 25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 26. No Fiduciary Duty to Purported Holders. The Share Escrow Agent shall not be deemed to be a fiduciary or agent of any beneficial owner of Excess Shares or any other Person other than the Company.

Section 27. Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the date first above written.

NEW PREMIERA CORP.

By: _____
Name: _____
Title: _____

[SHARE ESCROW AGENT]

By: _____
Name: _____
Title: _____

ANNEX A

Transaction Documents

EXHIBIT A

Articles of Incorporation

EXHIBIT B

Share Escrow Agent Fees